

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-C9		PAGE OF 1 1789 PAGES	
2. CONTRACT (Proc. Inst. Ident.) NO. NAS13-99030		3. EFFECTIVE DATE 08/28/99		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. P98092, Basic (1F); 71999038, S-1 (2)			
5. ISSUED BY SA Procurement & Business Management Office John C. Stennis Space Center Stennis Space Center, MS 39529-6000 Attn: Susan D. Dupuis		6. ADMINISTERED BY (If other than Item 5) CODE					
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) Mississippi Space Services John C. Stennis Space Center Stennis Space Center, MS 39529-6000  TIN 62-1771342      Cage Code: 1L7Y4				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)			
9. DISCOUNT FOR PROMPT PAYMENT  N/A				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM Refer to G.			
CODE 3005758		FACILITY CODE					
11. SHIP TO/MARK FOR N/A		12. PAYMENT WILL BE MADE BY NASA John C. Stennis Space Center Financial Management Division/EA20 Stennis Space Center, MS 39529-6000					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 2304(c) (      ) <input type="checkbox"/> 41 USC 253(c) (      )		14. ACCOUNTING AND APPROPRIATION DATA PPC: BX \$761,090 997-36-00-00-00-64-1999-00-00-34-YY00-00-2540 001 283-10-00-00-00-64-98-00-00-43-MB30-00-2540\$1					
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
	Facility Operating Services at the John C. Stennis Space Center in accordance with C-1, Scope of Work	Phase-In (Base Period 8/28/99 - 8/27/02) Estimated Cost Total Target Fee (Target Cost Incentive Fee + Performance Incentive Fee)			\$ [REDACTED]		
15G. TOTAL AMOUNT OF CONTRACT					\$135,747,884		
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 4 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number      , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19. NAME AND TITLE OF SIGNER (Type or print) Leo W. Ponder Project Manager				20A. NAME OF CONTRACTING OFFICER Susan D. Dupuis			
19b. NAME OF CONTRACTOR BY <u>Leo W. Ponder</u> (Signature of person authorized to sign)		19c. DATE SIGNED 8/12/99		20B. UNITED STATES OF AMERICA BY <u>Susan D. Dupuis</u> (Signature of Contracting Officer)		20C. DATE SIGNED 8/12/99	

## Acronyms and Abbreviations

AAP - Asbestos Abatement Plan  
ADPE - Automated Data Processing Equipment  
AMD - Average Monthly Demand  
ANSI - The American National Standards Institute is the U.S. member body of ISO  
ANSI/ISO/ASQC Q9001, 1994 - Quality system model for quality assurance in design, development, production, installation, and service  
ASQC - The American Society for Quality Control is the U.S. member of ANSI responsible for quality management and related standards  
AST - Aboveground Storage Tank  
BHMA - Building Hardware Manufacture's Association  
Blood Phos - Serum phosphorus  
BOHS - Building Operating Hours Summary  
CAD - Computer Aided Drafting  
CAGE - Commercial and Government Entity Code  
CAMEO - Computer Aided Management of Emergency  
CBC/Diff - Complete blood cell count with differential  
CCB - Configuration Control Board  
CCBD - Configuration Control Board Directive  
CDB - Computer Data Base  
CEF - Central Engineering Files  
CERCLA - Comprehensive Environmental Response Compensation and Liability Act  
CEU - Continuing Education Units  
CFR - Code of Federal Regulations  
Cholinesterase/RBC - Cholinesterase Inhibition by Dibucaine Number  
CLI - Contract Line Item  
CM - Corrective Maintenance  
CMMS - Computerized Maintenance  
CO - Contracting Officer  
COC - Certificate of Completion  
CoF - Construction of Facilities Conditioning  
Compliance - Compliance on the part of the contractor can be attained by adequacy demonstrating certain ANI/ISO/ASQC - Q9001, 1994 capabilities such as: documentation, implementation, designing, developing, production and installations.  
COSD - Center Operations and Support Directorate  
COTR - Contract Officers Technical Representative  
CPIF - Cost Plus Incentive Fee  
CR - Change Request  
CSBR - Critical Systems Breakdown Report  
CYLDEM - Cylinder Demurage  
D - Daily  
D7 - Daily, 7 days a week  
DLSC - Defense Logistics Service Center  
DMM - USPS Domestic Mail Manual  
DOC - Department of Commerce  
DOD - Department of Defense  
DOL - Department of Labor  
DOT - Department of Transportation  
DR - Data Requirement  
EAP - Employee Assistance Program  
ECN - Equipment Control Number  
EDCATS - Education Division Computer Aided Tracking System  
EGFE - Essential Government Furnished

## Acronyms and Abbreviations

EKG - Electrocardiogram  
EMI - Engineering Modification Instructions  
EMT - Emergency Medical Technician  
EO - Executive Order  
EOQ - Economic Order Quantity  
EPA - Environmental Protection Agency  
EPCRA - Emergency Planning and Community Right to Equipment  
ERC - Educator Resource Center  
ERD - Environmental Resources Document  
FAR - Federal Acquisition Regulation  
FBS - Fasting blood sugar  
FBS/2HR PP - Fasting blood sugar, 2 hours postprandial  
FCPF - Fluid Component Processing Facility  
FCR - Field Change Request  
FCS - Federal Catalog System  
FECA - Federal Employee Compensation Act  
FEP - Fire Evacuation Plan  
FID - Field Interface Device  
FIFO - First In First Out  
FLIS - Federal Logistics Information System  
FMEA - Failure Modes and Effect Analysis  
FOB - Free on Board  
FPMR - Federal Property Management Regulation  
FRB - Facility Review Board  
FY - Fiscal Year  
G6PD - Glucose 6-phosphate dehydrogenase  
GBL - Government Bill of Lading  
GIDEP - Government Industry Data Exchange Program  
GMAW - Gas Metal Arc Welding  
GPD - Gallons Per Day  
GPH - Gallons Per Hour  
GPO - Government Printing Office  
GSA - General Services Administration  
GTAW - Gas Tungsten Arc Welding  
HAZMAT - Hazardous Materials Training  
HAZWOPER - Haz Waste Operations and Emergency Response  
HCT - Hematocrit  
HGB - Hemoglobin  
HTL VIII/HIV - Human T-cell Lymphotropic Virus III/Human Immunodeficiency Virus  
HVAC - Heating, Ventilation and Air Conditioning  
IAGP - Installation Accountable Government Property  
IATA - International Air Transport Association  
IAV - Inventory Adjustment Voucher  
ICAO - International Air Transport Association  
IFMS - Interagency Fleet Management System  
IM - Inventory Manager  
IMM - USPS International Mail Manual  
IMO - International Maritime Organization  
IRCET - International Registry for Continuing Education in Training  
IRIS - Incident Reporting Information System  
ISC - Information Systems Contract  
ISO - The International Organization for Standardization is a worldwide federation of national standards bodies (ISO member bodies). The work of preparing International Standards is normally carried out

## Acronyms and Abbreviations

through ISO technical committees. - Each member body interested in a subject for which a technical committee has been established has the right to be represented on that committee.

IVTEL - Inventory of Vert Transp Equip List Know Act

JCP - Joint Commission on Printing

LAU - Log Add User

LEPC - Local Emergency Planning Commission Liability Act

LLIS - Lessons Learned Information System

LWU - Log Withdraw User Management System

MAD - Maximum Allowable Deficiencies

MASS - Management Accounting and Statusing System

MBC - Modular Building Controller

MDEQ - Miss Department of Environmental Quality

MIL/FED - Military/Federal

MIVN - Mississippi Interactive Video Network Classroom

MPCo - Mississippi Power Company

MR - Material Request (Form SSC 21)

MSAAP - Mississippi Army Ammunition Plant

MSDH - Mississippi State Department of Health

MSDS - Material Safety Data Sheet

MTS - Maintenance Task Sheet

NASA - National Aeronautics and Space Administration

NASA MMG - NASA SSC Mail Management Guide

NAVOCEANO - Naval Oceanographic Office

NDBC - National Data Buoy Center

NDE - Non-Destructive Evaluation

NDT - Non-Destructive Testing

NEMS - NASA Equipment Management System

NFPA - National Fire Protection Association

NFS - NASA FAR Supplement

NHB - NASA Handbook

NISPOM - NASA Handbook National Industrial Security Program Operations Manual

NPD - NASA Policy Directives

NPDES - National Pollutant Discharge Elimination System

NPDMS - NASA Property Disposal Management System

NPG - NASA Procedures and Guidelines

NRL - Naval Research Laboratory

NRRS - NASA Records Retention Schedules

NSMS - NASA Supply Management System

NSN - National Stock Number

O&M - Operations & Maintenance

OEM - Original Equipment Manufacturer

OMB - Office of Management & Budget Operations

OS&D - Overages, Shortages, and Damages

OSH - Occupational Health Services

OSHA - Occupational Safety and Health Administration

P&L - Profit & Loss

P2 - Pollution Prevention

PAM - Proactive Maintenance

PAO - Public Affairs Office

PAOM - Public Affair Operations Manual

PCB - Polychlorinated biphenyl

PES - Preliminary Environmental Survey

PHOS Urine - Urine phosphorus

PLC - Programmable Logic Controller



## Acronyms and Abbreviations

PMP - Project Management Plan  
PO - Purchase Order  
POL - Petroleum, Oils and Lubricants  
PPD - Purified protein derivative Tine test  
PRACA - Problem Reporting And Corrective Action  
Product - For the purpose of this contract the term :Product" is also used to denote "service," as appropriate  
Prostate-specific antigen  
PT&I - Predictive Testing and Inspection  
Q - Quarterly  
QATAP - Quality Assurance Through Attributes Program for Printing and Binding  
R&U - Redistribution and Utilization  
RCM - Reliability Centered Maintenance  
RCRA - Resource Conservation and Recovery Act  
REC - Record of Environmental Consideration Representative  
ROD - Report of Discrepancy  
ROW - Right-of-Way  
RPR/Serology - Rapid Plasma Reagin  
RTQ - Response to Queries  
S - Semi-Annually  
S&H - Safety and Health  
SARA - Super fund Amendments Reauthorization Act  
SB - Small Business  
SCAR - Supplier Corrective Action Report  
SCBA - Self Contained Breathing Apparatus Program  
SCD - Specification Control Drawing  
SCU - System Control Units  
SDB - Small Disadvantaged Business  
SDWA - Safe Drinking Water Act  
SEMO - Supply & Equipment Management Officer  
SFM - Simplified File Maintenance  
SFUSS - Structures, Facilities, Utilities, System/Subsystem  
SIC - Standard Industrial Classification  
SMAW - Shielded Metal Arc Welding  
SMJ - Supplemental Medical Jacket  
SOP - Standard Operating Procedure  
Sord - Sitewide Oriented Repair Document  
SPG - Stennis Procedures and Guidelines  
SPME - Special Purpose Mobile Equipment  
SSC - Stennis Space Center  
SWR - Stennis Work Request (Form SSC 704)  
TBD - To Be Determined  
TBDC - To Be Determined by the Contractor  
TBDG - To Be Determined by the Government  
TRL - Technical Reference Library  
TSCA - Toxic Substance Control Act  
TSDF - Treatment, Storage and Disposal Facility  
Type/RH - ABO grouping & Rh factor typing  
UC - Unitary Controller  
UPP - Utility Process Plan  
USF&WS - United States Fish and Wildlife Service  
USGS - United States Geological Survey  
USM - University of Southern Mississippi  
USPS - United States Postal Service  
UST - Underground Storage Tank

## Acronyms and Abbreviations

VAV - Variable Air Volume

VIP - Very Important Person

VIP - Very Important Person/Party

WBC/Diff - White blood cell count with differential

WOSB - Women-Owned Small Business

ZPP-Lead, Protoporphyrin - Blood lead, free erythrocyte

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**PART I – THE SCHEDULE**

**Section B**

**SUPPLIES OR SERVICES AND PRICE/COST**

SUPPLIES OR SERVICES AND PRICE/COSTB.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

(a) The Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to provide Facility Operating Services at the John C. Stennis Space Center (Stennis Space Center) in support of the National Aeronautics and Space Administration (NASA) and other Resident Agencies at the Stennis Space Center in accordance with the provisions of the Schedule Article C.1, Scope of Work.

(b) General Information: This is a performance based Cost-Plus-Incentive-Fee contract which contains incentive features for cost performance as well as incentive features for performance (Schedule Articles B.4 , B.5 and B.6).

(c) Incentive Fees for Cost and Performance: An incentive fee arrangement will be applied based on actual cost as compared to negotiated target cost. An incentive fee arrangement will be applied for performance, based on performance requirements stated in the Performance Requirement Summary (PRS) identified in each Annex of Section J, Attachment J-1. Performance and cost will be computed for an annual period over the term of the contract in accordance with the Cost and Incentive Fee Plan set forth in Section J, Attachment J-3. The Government reserves the right to unilaterally change the frequency of the measurement periods.

(d) Separately Priced Options: Pursuant to Clause 52.217-9, Option to Extend the Term of the Contract (Schedule Article F.4), the Contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the services described under Options 1, 2, 3, and 4 in accordance with the Schedule Article C.1.

(e) Target Cost: Target cost, as reflected in this contract, includes cost for materials inventory (e.g., stores stock) and equipment. However, any overrun/underrun related to these costs will be excluded from the computation in determining the cost incentive fee.

(End of Clause)

B.2 ESTIMATED COST AND INCENTIVE FEE (NFS 1852.216-84) (OCT. 1996)

(a) The total target cost of this contract is \$ [REDACTED]. The total target fee of this contract is \$ [REDACTED]. The total target cost and target fee, as contemplated by the Target Incentive Fee clause, Schedule Article B.4, of this contract, are \$135,413,885.

The maximum fee is \$ [REDACTED].  
The minimum fee is \$ [REDACTED].

The cost sharing ratios for cost underruns will vary based on percentage of performance incentive fee earned in accordance with the Cost and Performance Incentive Fee Plan, Attachment J-3.

The cost sharing ratio for cost overruns is 80/20.

(b) The breakout of target cost and fee is as follows:

### PHASE-IN PERIOD

The total cost for the phase-in period shall not exceed \$334,000.

### BASIC PERIOD

<u>Period Covered</u>	<u>Target Cost</u>	<u>Target Cost Incentive Fee</u>	<u>Minimum Cost Fee</u>	<u>Maximum Cost Fee</u>	<u>Performance Incentive Fee</u>	<u>Total</u>
08/28/99 – 08/27/00	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ 45,202,699
08/28/00 – 08/27/01	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ 44,829,336
08/28/01 – 08/27/02	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ 45,381,850
Total	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]	\$ 135,413,885

Note: Total = Target Cost + Target Cost Incentive Fee + Performance Incentive Fee

(a) The target cost and incentive fee applicable to each option period are set forth below:

### OPTION PERIOD 1

<u>Period Covered</u>	<u>Target Cost</u>	<u>Target Cost Incentive Fee</u>	<u>Minimum Cost Fee</u>	<u>Maximum Cost Fee</u>	<u>Performance Incentive Fee</u>	<u>Total</u>
08/28/02 – 08/27/03	\$ 43,682,020	\$ 773,172	\$ -0-	\$ 1,433,160	\$ 1,804,067	\$ 46,259,260

Note: Total = Target Cost + Target Cost Incentive Fee + Performance Incentive Fee

### OPTION PERIOD 2

<u>Period Covered</u>	<u>Target Cost</u>	<u>Target Cost Incentive Fee</u>	<u>Minimum Cost Fee</u>	<u>Maximum Cost Fee</u>	<u>Performance Incentive Fee</u>	<u>Total</u>
08/28/03 – 08/27/04	\$ 44,504,573	\$ 787,731	\$ -0-	\$ [REDACTED]	\$ 1,838,039	\$ 47,130,343

Note: Total = Target Cost + Target Cost Incentive Fee + Performance Incentive Fee

(b)(4)



**OPTION PERIOD 3**

<u>Period Covered</u>	<u>Target Cost</u>	<u>Target Cost Incentive Fee</u>	<u>Minimum Cost Fee</u>	<u>Maximum Cost Fee</u>	<u>Performance Incentive Fee</u>	<u>Total</u>
08/28/04 – 08/27/05	\$45,380,627	\$803,237	\$ -0-	\$ 1,489,525	\$1,874,220	\$48,058,084

Note: Total = Target Cost + Target Cost Incentive Fee + Performance Incentive Fee

**OPTION PERIOD 4**

<u>Period Covered</u>	<u>Target Cost</u>	<u>Target Cost Incentive Fee</u>	<u>Minimum Cost Fee</u>	<u>Maximum Cost Fee</u>	<u>Performance Incentive Fee</u>	<u>Total</u>
08/28/05 – 08/27/06	\$46,295,487	\$ 819,430	\$ -0-	\$1,518,067	\$ 1,912,004	\$49,026,921

Note: Total = Target Cost + Target Cost Incentive Fee + Performance Incentive Fee

(End of Clause)

**B.3 CONTRACT FUNDING (1852.232-81) (JUN 1990)**

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$761,090.00. This allotment is for Facility Operating Services at the John C. Stennis Space Center and covers the following estimated period of performance: August 28, 1999 through August 31, 1999.

(b) An additional amount of \$ -0- is obligated under this contract for payment of fee.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Target Cost	\$ 0	\$ 761,090.00	\$ 761,090.00
Provisional Incentive Fee			
Cost	\$ TBDG	\$ TBDG	\$ TBDG
Performance	\$ TBDG	\$ TBDG	\$ TBDG
Earned Incentive Fee	\$ TBDG	\$ TBDG	\$ TBDG
Total Sum Allotted	-0-	\$ 761,090.00	\$ 761,090.00

(End of Clause)

(End of Clause) . -

**B.4 TARGET COST INCENTIVE FEE (52.216-10) (MAR 1997)**

(a) *General.* The Government shall pay the contractor for performing this contract, a fee determined as provided in this contract.

(b) *Target cost and target fee.* The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) "Target cost," as used in this contract, means the estimated costs of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) "Target fee," as used in this contract means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) *Withholding of payment.* Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the applicable fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) *Equitable adjustments.* When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) *\*Fee payable.* (1) The fee payable under this contract shall be the target fee of

(b)  
\$ [REDACTED] increased by (Refer to Cost and Performance Incentive Plan, Section J, Attachment J-3) cents (underruns) for every dollar that the total allowable cost is less than the target cost or decreased by (20) cents (overruns) for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than \$ [REDACTED] or less than \$ [REDACTED]

\*See Schedule Article B.1. (e)

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e) (1) of this clause, when the total allowable cost is increased or decreased as a consequence of (i) payments made under assignments or (ii) claims excepted from the release as required by paragraph (h) (2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of -

(i) Any of the clauses covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault of negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of Clause)

#### **B.5 TARGET PERFORMANCE INCENTIVE FEE**

The target Performance Incentive Fee shown in Schedule Article B.2 shall be apportioned among Annexes 1-9 (see Section J, Attachment J-1) according to the following percentages:

Annex 1:

Annex 2:

Annex 3:

Annex 4:

Annex 5:

Annex 6:

Annex 7:

Annex 8:

Annex 9

(Reserved)

(Reserved)

(b)(4)

The Government retains the right to make equitable adjustments to the weights for each Annex.

(End of Clause)

#### **B.6 PERFORMANCE REQUIREMENTS SUMMARY (PRS) AND PERFORMANCE BASED INCENTIVE FEE COMPUTATION**

The purpose of the Performance Requirements Summary (Section J, Attachment J-1) is as follows:

(a) PRS Column 2 list contract requirements for each Annex & PRS Column 3 list applicable weights for contract requirements for each Annex.

(b) PRS Column 4 defines the surveillance methods by which the Government will determine the acceptability of the work performed by the Contractor. Surveillance methods are identified in Schedule Article E.3. When surveillance efforts indicate that the Contractor's observed deficiencies have exceeded the Maximum Allowable Deficiencies (MAD), the Contractor will be notified and shall take appropriate action to ensure that performance returns to the established standard. In addition, fee implications are defined in Attachment J-3, Cost and Performance Incentive Plan.

(c) PRS Column 5 defines the work requirements or performance indicators for each specified contract requirement.

(d) PRS Column 6 specifies the weight attributable to each listed work requirement in Column 5.

(e) PRS Column 7 defines the standard of performance for each specified work requirement.

(f) PRS Column 8 defines the MAD for each work requirement. The MAD reflects the percentage of the work or the number of occurrences that, if found unacceptable during the surveillance period, reflects the point where the Contractor's quality control program becomes unsatisfactory to the Government. Since performance measurements will be computed quarterly, the MAD represents a quarterly percentage or number of occurrences. However, there will be exceptions where some work requirements will require a yearly assessment. The MAD will be annotated as such.

(End of Clause)

#### **B.7 PERFORMANCE AND COST INCENTIVES**

The Contractor may earn Performance and Cost Incentive Fees, as identified in Schedule Article B-2, for work outlined in each Annex Performance Requirement Summary of the Performance Work Statement in Section J, Attachment J-1, with overall annual incentive fee payments for performance considerations.

(End of Clause)

#### **B.8 PAYMENT OF FEES**

(a) For total Earned Cost and Performance Incentive Fees, the Contractor will be evaluated annually, at the end of the first 12-month period after contract award. The Contracting Officer and the Contracting Officer's Technical Representative will compute the fee amount based on the Contractor's performance in accordance with the Performance Requirements Summary of Section J, Attachment J-1, Performance Work Statement, and Attachment J-3, Cost and Performance Incentive Fee Plan.

(b) The Government will advise the Contractor in writing of the fee computation. The Contractor is required to submit a separate voucher for earned fee in accordance with Schedule Article G.2.

(c) Fee that is not earned in a measurement period cannot be reallocated to future measurement periods.

(d) Fifty percent (50%) of the potential total incentive fee may be provisionally paid to the Contractor in periodic installments based upon the quality of performance and/or percentage of work completed as determined by the Contracting Officer. In the event that the earned incentive fee, as determined by the Contracting Officer and the Contracting Officer's Technical Representative, is less than the provisional payments for the period, the Contractor will reimburse the difference by submitting a separate voucher entitled "Incentive Fee Adjustment" for the amount of such overpayment. In the event that the incentive fee earned is more than the provisional payments, the Contractor may bill in one lump sum the difference between the incentive fee earned and the provisional fee payments made during each contract year by submitting a separate fee voucher.

(e) In the event this contract is terminated prior to a regularly scheduled annual measurement period, the incentive to be paid the Contractor may be an appropriate portion of the potential incentive fee, if any, as may be determined by the Contracting Officer and the Contracting Officer's Technical Representative. Any overpayment in provisional incentive fee will be credited on the next cost voucher submitted.

(f) Notwithstanding the provisions of the clause entitled "Disputes" of this contract, no claim shall be submitted by the Contractor for annual unearned fee less than 5 percent of the total incentive fee for the relevant 12-month period. These unearned fees shall be considered final and not subject to the "Disputes" clause of this contract.

(g) The amounts of cost and performance incentive fees which have been awarded pursuant to the provisions of this clause and the period to which said fee applies are set forth below:

<u>Incentive Fee Period</u>	<u>Performance Incentive Fee Earned</u>	<u>Cost Incentive Fee Earned</u>	<u>Total Incentive Fee Earned</u>
08/28/99 – 08/27/00	\$ <u>TBD</u>	\$ <u>TBD</u>	\$ <u>TBD</u>
08/28/00 – 08/27/01	\$ <u>TBD</u>	\$ <u>TBD</u>	\$ <u>TBD</u>
08/28/01 – 08/27/02	\$ <u>TBD</u>	\$ <u>TBD</u>	\$ <u>TBD</u>
08/28/02 – 08/27/03	\$ <u>TBD</u>	\$ <u>TBD</u>	\$ <u>TBD</u>
08/28/03 – 08/27/04	\$ <u>TBD</u>	\$ <u>TBD</u>	\$ <u>TBD</u>
08/28/04 – 08/27/05	\$ <u>TBD</u>	\$ <u>TBD</u>	\$ <u>TBD</u>
08/28/05 – 08/27/06	\$ <u>TBD</u>	\$ <u>TBD</u>	\$ <u>TBD</u>

(End of Clause)

## B.9 SPECIAL COST PROVISIONS

Without otherwise affecting the applicability of the cost principles set forth in FAR Part 31 and pursuant to the terms of the contract clause entitled "Allowable Cost and Payment," the contractor shall be reimbursed for such actual and allowable expenditures incurred in the performance of work required by this contract as may be approved by the Contracting Officer subject to the following limitations and provisions:

### (a) Exempt Labor Rates

Labor rates for Exempt Personnel will not increase during the basic period and option periods without the prior written approval of the Contracting Officer. For Option Years 1 through 4, labor rate increases for Exempt personnel will not exceed three (3) percent per year without prior approval of the Contracting Officer.

### (b) Fringe Benefits

The contractor shall inform the Contracting Officer of all proposed changes in fringe benefits which may result in an increased cost to the contract as soon as practicable but, in any event, prior to such changes being implemented. Fringe benefits include, but are not limited to, such items as health insurance, life insurance, pension plans, retiree health care, savings plans, bonus plans, education assistance, and leave policies. Failure to comply with the terms of this clause may result in the disallowance of costs.

### (c) Incentive Compensation for Direct/Indirect Employees

Incentive compensation in excess of ~~\$100~~ for all Contract Years for all direct and indirect employees, including cash bonuses (excluding suggestion and safety awards), shall not be an allowable direct or indirect costs under this contract. The contractor shall provide a summary of incentive compensation for each contract year to the Contracting Officer and Corporate Administrative Contracting Officer within 60 days after the end of the prior year. (b)(4)

### (d) Bonuses to Hourly Employees

As a result of paying "bonuses" to hourly employees, the contractor is required under 29 CFR Section 778.208 of the Fair Labor Standards Act to recalculate base rates for purposes of determining overtime pay for the period covered by the bonus payment. This will result in an additional one time, retroactive payment for overtime worked during the period. Such retroactive payments shall not be considered allowable costs under this contract.

### (e) Transfer of Accrued Benefits

The contractor will accept transfer of accrued sick leave hours of personnel hired from the incumbent contractor without a break in service in excess of 60 days from the predecessor contract. Additionally, the contractor will recognize the accrued vacation hours, earned through seniority, of personnel hired from the incumbent contractor without a break in service in excess of 60 days from the predecessor contract.

(f) Premiums for Scheduled Overtime

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Amount</u>	<u>Period</u>
\$ 399,155	08/28/99 – 08/27/00
\$ <u>410,592</u>	08/28/00 – 08/27/01 (Subject to Clause I.5 )
\$ <u>418,758</u>	08/28/01 – 08/27/02 (Subject to Clause I.5 )
\$ <u>428,426</u>	08/28/02 – 08/27/03 (Subject to Clause I.5 )
\$ <u>440,181</u>	08/28/03 – 08/27/04 (Subject to Clause I.5 )
\$ <u>446,727</u>	08/28/04 – 08/27/05 (Subject to Clause I.5 )
\$ <u>455,560</u>	08/28/05 – 08/27/06 (Subject to Clause I.5 )
\$ <u>Not Applicable</u>	08/28/08 – 08/27/09 (Subject to Clause I.5 )

(g) Severance Pay

Severance pay reimbursement shall be in accordance with the provisions of FAR Part 31.205-6(g). However, in no event shall the Government reimburse the Contractor for the cost of severance pay for any individual Contractor employee who voluntarily elects to stay in place and work for a succeeding Contractor. This provision shall apply to any extension of this contract.

(h) Relocation Costs

Reimbursement for relocation costs shall be in accordance with the provisions of FAR Part 31.205-35. However, in no event shall the overall average reimbursement for relocation costs for each personnel relocation exceed a ceiling of \$ [REDACTED] for Contract Years 1 - 6. There will be no relocation costs for Contract Year 7. In addition, there is a ceiling of \$ [REDACTED] in Contract Year 1 for Key Personnel relocation costs. It is mutually agreed that upon expiration or termination of this contract, the Contractor shall not be entitled to reimbursement under this contract for cost of relocating employees to their "home" site or any other gaining contracting activity. No relocation costs will be reimbursable under this contract for employees whose residence at time of hiring was within a sixty-(60) mile radius of John C. Stennis Space Center. (b)(4)



(i) Travel Costs

The Contractor shall be reimbursed for official travel only to the extent that the contractor uses the revised Federal Travel Regulations (FTR) maximum per diem rates and the definitions of lodging, meals, and incidental expenses that became effective January 1, 1999. Travel shall be by direct air tourist/economy class or private vehicle. Reimbursement for travel costs shall be in accordance with the provisions of FAR 31.205-46 and the Contractor's travel policies and procedures.

(j) Vehicle Costs

General-purpose vehicle cost shall not exceed GSA lease amounts.

(k) Government Property(1) Installation Accountable Government Property (IAGP)

The Government will make available IAGP identified in Attachment J-10 :  
 - List of Government Property, with class exceptions as identified in Section G, Article G-6.

(2) The estimated dollar value of IAGP Attachment J-10, List 2 - IAGP  
 (Class Exceptions)

	<u>Value of Equipment</u> *	<u>Repair Value</u>	<u>Replacement Value</u>
Contract Year 1			
Contract Year 2			
Contract Year 3			
Contract Year 4			
Contract Year 5			
Contract Year 6			
Contract Year 7			
<del>Contract Year 8</del> <del>Contract Year 9</del> <del>Contract Year 10</del> <del>Contract Year 11</del> <del>Contract Year 12</del> <del>Contract Year 13</del> <del>Contract Year 14</del> <del>Contract Year 15</del> <del>Contract Year 16</del> <del>Contract Year 17</del> <del>Contract Year 18</del> <del>Contract Year 19</del> <del>Contract Year 20</del> <del>Contract Year 21</del> <del>Contract Year 22</del> <del>Contract Year 23</del> <del>Contract Year 24</del> <del>Contract Year 25</del> <del>Contract Year 26</del> <del>Contract Year 27</del> <del>Contract Year 28</del> <del>Contract Year 29</del> <del>Contract Year 30</del> <del>Contract Year 31</del> <del>Contract Year 32</del> <del>Contract Year 33</del> <del>Contract Year 34</del> <del>Contract Year 35</del> <del>Contract Year 36</del> <del>Contract Year 37</del> <del>Contract Year 38</del> <del>Contract Year 39</del> <del>Contract Year 40</del> <del>Contract Year 41</del> <del>Contract Year 42</del> <del>Contract Year 43</del> <del>Contract Year 44</del> <del>Contract Year 45</del> <del>Contract Year 46</del> <del>Contract Year 47</del> <del>Contract Year 48</del> <del>Contract Year 49</del> <del>Contract Year 50</del> <del>Contract Year 51</del> <del>Contract Year 52</del> <del>Contract Year 53</del> <del>Contract Year 54</del> <del>Contract Year 55</del> <del>Contract Year 56</del> <del>Contract Year 57</del> <del>Contract Year 58</del> <del>Contract Year 59</del> <del>Contract Year 60</del> <del>Contract Year 61</del> <del>Contract Year 62</del> <del>Contract Year 63</del> <del>Contract Year 64</del> <del>Contract Year 65</del> <del>Contract Year 66</del> <del>Contract Year 67</del> <del>Contract Year 68</del> <del>Contract Year 69</del> <del>Contract Year 70</del> <del>Contract Year 71</del> <del>Contract Year 72</del> <del>Contract Year 73</del> <del>Contract Year 74</del> <del>Contract Year 75</del> <del>Contract Year 76</del> <del>Contract Year 77</del> <del>Contract Year 78</del> <del>Contract Year 79</del> <del>Contract Year 80</del> <del>Contract Year 81</del> <del>Contract Year 82</del> <del>Contract Year 83</del> <del>Contract Year 84</del> <del>Contract Year 85</del> <del>Contract Year 86</del> <del>Contract Year 87</del> <del>Contract Year 88</del> <del>Contract Year 89</del> <del>Contract Year 90</del> <del>Contract Year 91</del> <del>Contract Year 92</del> <del>Contract Year 93</del> <del>Contract Year 94</del> <del>Contract Year 95</del> <del>Contract Year 96</del> <del>Contract Year 97</del> <del>Contract Year 98</del> <del>Contract Year 99</del> <del>Contract Year 100</del>			

(l) Provisional Billing Rates and Reimbursement Ceiling Rates

(1) Provisional billing rates for overhead and G&A costs will be specified in writing under separate cover, and may be revised either retroactively or prospectively by the Contracting Officer in accordance with FAR Clause 52.216-7, Allowable Cost and Payment.

(b) (4)

(2) Notwithstanding the terms of the contract clause entitled "Allowable Cost and Payment," the contractor shall not be reimbursed for overhead and G&A costs in excess of the established ceilings. The overhead and G&A ceiling rates, including first tier cost-reimbursement subcontractors, are as follows:

<u>Prime</u>	<u>G&amp;A</u>	<u>Overhead</u>	<u>G&amp;A</u>
Contract Year 1			
Contract Year 2			
Contract Year 3			
Contract Year 4			
Contract Year 5			
Contract Year 6			
Contract Year 7			

The basis for allocation of overhead is MSS/Not Applicable.  
The basis for allocation of G&A is MSS/ Total Cost Input.

#### Subcontractors

~~None. IDI would not disclose rates.~~  
~~no data at 11/30/11. no proposed rates.~~

G&A

#### (m) Contract Adjustments

Under this contract, there will be recurring work that is of an unpredictable nature in terms of the timing of the work. However, this work is included in the baseline requirements. After award of the contract, the Government does not contemplate changing the target cost and fees of the contract unless there are programmatic changes in scope expansions or deletions of the Performance Work Statements, or changes in Government-Directed Cost as specified in Schedule Article C-2.

(End of Clause)

[END OF SECTION]

(b)(4)

**PART I – THE SCHEDULE**

**Section C**

**DESCRIPTION/SPECIFICATION/WORK STATEMENT**



DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**C.1 SCOPE OF WORK**

(a) The Contractor shall furnish the necessary management, labor, facilities, materials, and equipment (except as specified to be furnished by the Government) and do all things required to provide Facility Operating Services to the John C. Stennis Space Center as expressly provided in Sections A through J, inclusive, and in the Performance Work Statements (Attachment J-1), attached hereto and hereby made a part of this contract.

(b) The Performance Work Statements (Annexes) are performance-based and stated in specific measurable output. The Contractor's obligations may include resolution of unusual or emergency situations which may occur from time to time throughout the period of performance.

Work will be directed by the Government using Stennis Work Requests in accordance with NASA/SSC Common Work Instruction CWI – DA00-01. These services will be considered within the general scope of the contract, and will not constitute nor be construed as a change within the meaning of the clause of this contract entitled "Changes—Cost Reimbursement—Alternate II". However, if any written direction by the Government through Stennis Work Requests (SWRs) is considered by the Contractor, to be outside the scope of contractual obligation, the Contractor, before performing any effort pursuant to such Government direction, shall refer such questions to the Contracting Officer for resolution.

(End of Clause)

**C.2 GOVERNMENT DIRECTED COST**

(a) In performing the services set forth in Attachment J-1, Performance Work Statements, the Government provides directed dollar amounts for the cost categories of material/equipment purchases, equipment leases/maintenance agreements, construction services, and GSA/leased transportation.

In determining the amounts chargeable to the total "Material/Equipment Purchases", the cost (dollars) is the amount paid for materials and equipment excluding cash discounts and transportation cost on purchases made F.O.B. origin.

In determining the amounts chargeable to the total "Construction Services" of this contract, the cost (dollars) is the total cost for performance of construction work covered in Attachment J-1, Annex 1 and 3.

The amounts of chargeable costs to Government-Directed "Material/Equipment Purchases" and "Equipment Leases/Maintenance Agreements" shall not include relocation, training, tuition reimbursement or severance pay, but does include contract-related travel.

(b) If at any time during the performance of the contract the amounts necessary to perform the work would exceed the dollar amounts of the contract, the Contractor will notify the Contracting Officer and furnish estimates of the additional amounts required. Any claim for an equitable adjustment for such an increase must be submitted within sixty (60) days after notification to the Contracting Officer.

The Government may, at its option, increase or decrease the directed dollar amounts. If the Government desires to increase or decrease these dollar amounts, such an increase or decrease may result in an equitable adjustment in the contract value.

(End of Clause)

[END OF SECTION]

**PART I - THE SCHEDULE**

**Section D**

**PACKAGING AND MARKING**

**PACKAGING AND MARKING****D.1 PACKAGING AND MARKING**

(a) The Contractor shall pack and mark all hardware deliverable under this contract in accordance with the provisions of NASA Handbook (NHB) 6000.1, Requirements for Packaging, Handling, and Transportation.

(b) Inbound shipments to the Contractor of Contractor-acquired equipment and parts from all sources for the account of the Government shall be consigned to and marked as follows:

Transportation Officer, NASA  
FOS Contractor, Bldg. 2204  
John C. Stennis Space Center  
Stennis Space Center, MS 39529-6000  
Mark for: \*NAS13-99030

(c) The Contractor shall pack potentially hazardous items in accordance with paragraph 204 of NHB 6000.1.

(d) The Contractor shall develop packaging, handling, and transportation records, if required, from engineering and packaging data. The Contracting Officer's Technical Representative is the approving official of the records and special packaging data under paragraph 302 of NHB 6000.1.

(e) The Contractor's packaging specifications or procedures may be utilized if they are (i) not in conflict with NHB 6000.1 and (ii) approved in writing by the Contracting Officer. In any conflict between NASA and the Contractor specifications or procedures, NHB 6000.1 shall take precedence.

(f) The Contractor shall place identical requirements on all subcontracts.

\*Contractor to insert the name, code and address of the consignee and, if appropriate, identifying contract or ordering number.

(End of Clause)

[END OF SECTION]



**PART I – THE SCHEDULE**

**Section E**

**INSPECTION AND ACCEPTANCE**

**INSPECTION AND ACCEPTANCE****E.1 LIST OF SECTION E CLAUSES INCORPORATED BY REFERENCE**

The following clauses are incorporated by reference in accordance with Federal Acquisition Regulation (FAR) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988):

52.246-3 INSPECTION OF SUPPLIES – COST REIMBURSEMENT (APR 1984)  
 52.246-5 INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984)  
 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

(End of Clause)

**E.2 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS  
(NASA FAR SUPPLEMENT 1852.246-71) (OCT 1988)**

In accordance with the Inspection clause of this contract, the Government intends to perform the following functions at the locations indicated.

<u>Item</u>	<u>Quality Assurance Function</u>	<u>Location</u>
All Services	Final Inspection	SSC
All Services	Acceptance	SSC

(End of Clause)

**E.3 SURVEILLANCE METHODS**

The Government may use a wide variety of surveillance methods to evaluate the Contractor's performance. The methods of surveillance that may be used, including but not limited to, are:

1. Record Review (RR). Plans, Reports and Schedules submitted by the contractor will be reviewed for content to confirm that contractual requirements are planned, scheduled and reported as properly completed. The contractor is also responsible for accurately reporting work that was either rescheduled or not completed. Work reported as not completed will be recorded as deficiencies and an appropriate percentage of performance incentive earned will be computed.
2. Planned Inspections (PI). The QAE establishes a predetermined plan for inspecting all or part of the work. Determination of a sample size is subjective. The planned approach of inspecting for performance may or may not be shared with the contractor. All observed deficiencies are recorded and an appropriate percentage of performance incentive earned will be computed.
3. Unplanned Inspection (UPI). This method is an unplanned inspection, usually carried out in conjunction with inspections of other Contract Requirements or in an impromptu fashion.

Unscheduled inspections may be a supplement to other methods of surveillance or could cover a Contract Requirement if it is a relatively non-critical requirement and does not require inspection immediately upon completion. Observed deficiencies will be recorded and a appropriate percentage of performance incentive earned will be computed.

4. Validated Customer Complaints (VCC). This method consists of customers observing deficiencies in the services they expect to receive and reporting these deficiencies to the QAE using a predetermined procedure. All reported potential deficiencies will be examined at the site by the QAE within a reasonable time (depends on the nature of service) and determined to be a valid deficiencies. All validated deficiencies are recorded and an appropriate percentage of performance incentive earned will be computed.

(End of Clause)

#### **E.4 QUALITY MANAGEMENT SYSTEM/ANSI/ISO/ASQC Q9001-1994**

The Contractor shall implement and maintain a Quality Management System (QMS) in compliance with (ANSI/ISO/ASQC Q9001-1994). See also Annex 1 for additional ISO requirements.

(End of Clause)

#### **E.5 QUALITY ASSURANCE SURVEILLANCE PLAN**

A Quality Assurance Surveillance Plan (QASP) will be developed and implemented by the Contracting Officer's Technical Representative (COTR) as a part of the contract administration and monitoring activities conducted to assure that the Government receives products and services that conform to contract requirements. The nature and extent of quality assurance surveillance contemplated in this plan will be based on the specific content of the contractor's Quality Manual (See Data Requirement 1 -RA01).

(End of Clause)

[END OF SECTION]

**PART I – THE SCHEDULE**

**Section F**

**DELIVERIES OR PERFORMANCE**

**DELIVERIES OR PERFORMANCE****F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

The following clauses are hereby incorporated by reference in accordance with FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988):

52.242-15 STOP-WORK ORDER (AUG 1989) – ALTERNATE I (APR 1984)  
52.247-34 F.O.B. DESTINATION (NOV. 1991)

(End of Clause)

**F.2 PERIOD OF PERFORMANCE (NFS 1852.211-72) (DEC 1988)**

(a) The period of performance of this contract shall be August 28, 1999 through August 27, 2002.

(b) In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

Option 1	08/28/02 – 08/27/03
Option 2	08/28/03 – 08/27/04
Option 3	08/28/04 – 08/27/05
Option 4	08/28/05 – 08/27/06

(End of Clause)

**F.3 PLACE OF PERFORMANCE**

The Contractor shall perform the work under this contract at the John C. Stennis Space Center, Stennis Space Center, Mississippi, and at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

**F.4 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 1989)**

(a) The Government may extend the term of this contract by written notice to the Contractor anytime before expiration of the period of performance which is set forth in Schedule Article F.2 of this contract provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 7 years.

(End of Clause)

[END OF SECTION]

**PART I - THE SCHEDULE**

**Section G**

**CONTRACT ADMINISTRATION DATA**

**CONTRACT ADMINISTRATION DATA****G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

The following clauses are hereby incorporated by reference in accordance with FAR 52.252-2  
CLAUSES INCORPORATED BY REFERENCE (JUN 1988):

- (a) FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) –

None

- (b) NASA FAR SUPPLEMENT (NFS 48 CFR CHAPTER 18)

1852.223-71 FREQUENCY AUTHORIZATION (DEC 1988)

1852.227-70 NEW TECHNOLOGY (NOV 1998)

1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT  
REPORTING (JUL 1997)

1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT – OWNED  
EQUIPMENT (JUL 1997)

1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE  
CUSTODY OF CONTRACTORS (SEP 1996)

(End of Clause)

**G.2 SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87) (MAR 1998)**

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

NASA John C. Stennis Space Center  
Financial Management Division  
Mail Code EA20  
Stennis Space Center, MS 39529-6000

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.



(c) The contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment.

**DCAA mailing office:** Gulf Coast Branch Office, 1126 Jackson Avenue, Suite 310, P.O. Box 1244, Pascagoula, MS 39568-1244 or DCAA - New Orleans Suboffice, P.O. Box 29532, New Orleans, LA 70189-0532.

(2) Five copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

- |       |  |
|-------|--|
| (i)   | Copy 1 NASA Contracting Officer;       |
| (ii)  | Copy 2 Auditor;                        |
| (iii) | Copy 3 Contractor;                     |
| (iv)  | Copy 4 Contract Administration Office; |
| (v)   | Copy 5 Project Management Office       |

(3) Contracting Officer may designate other recipients are required.

(d) Public vouchers for payment of fee shall be prepared similarly and be forwarded to:

NASA John C. Stennis Space Center  
Attn: Contracting Officer  
Stennis Space Center, MS 39529-6000

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of Clause)

**G.3 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NFS 1852.227-72) (JUL 1997)**

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights—Retention by the Contractor (Short Form)," whichever is

included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

Title	Office/Address (including zip code)
New Technology Representative	Technology Utilization Officer NASA/John C. Stennis Space Center Stennis Space Center, MS 39529-6000
Patent Representative	Chief Counsel NASA/John C. Stennis Space Center Stennis Space Center, MS 39529-6000

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights—Retention by the Contract (Short Form)", unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.375-3 of the NASA FAR Supplement.

(End of Clause)

#### **G.4 TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993)**

(a) Performance of the work under this contract is subject to the written technical direction of a Contracting Officer's Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NFS 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that -

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the Changes clause;

(3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions, or specifications of the contract; or

(5) Interferes with the contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 15 calendar days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is –

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract and does not constitute a change under the Changes clause of the contract, and the Contractor should proceed promptly with its performance.

(e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the Changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of Clause)

#### **G.5 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NFS 1852.245-71) (JUN 1998) (ALTERNATE I – MAR 1989)**

(a) The Government property described in the clause at NFS 1852.245-77, List of Installation-Accountable Property and Services, shall be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only in

support of the FOS contract requirements. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities:

(1) Reporting any missing or untagged (meeting the criteria for NEMS control as defined in the series 4000, User's Guide for Property Custodians) equipment, transfer, location change, or user change of equipment to the cognizant property custodian.

(2) Notifying the cognizant property custodian, supervisor, and the Installation Security Officer immediately if theft of Government property is suspected.

(3) Ensuring that such equipment and materials are used only in pursuit of this contract. Other uses shall require approval of the Contracting Officer.

(4) In a timely manner, identify idle equipment not being actively used in pursuit of approved NASA programs and projects.

Ensuring that equipment is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. Under no circumstances will an employee throw away Government equipment.

(5) At Installations with full-time property custodians, assigned users retain all responsibilities including notifying cognizant property custodian of all activity associated with the user's assigned equipment.

The contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(6) Store stock materials may only be drawn for use in support of the FOS contract requirements.

(b) (1) The official accountable record keeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;

(ii) The contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area;

(iii) The contractor shall establish a record of the property as required by FAR 45.5 and NFS 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the contractor. The contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability;

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

(2) After transfer of accountability to the Government, the contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the contracting officer.

(End of Clause)

**G.6 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES**  
**(NFS 1852.245-77) (JULY 1997)**

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

(a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.

(b) General and special purpose equipment, including office furniture. (Refer to Article G-7)

(1) Property to be provided is listed in Attachment J-10.

- (i) List 1 – IAGP (No Class Exceptions)
- (ii) List 2 – IAGP (Class Exceptions)
- (iii) List 3 – IAGP Facilities

(2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.

(3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer or duly authorized representative's prior written approval. The contractor shall not utilize the installation's central receiving station for receipt of Contractor-owned/leased property. The Contractor shall provide on a quarterly basis, a listing of contractor owned/leased property. This listing shall be provided to the Supply and Equipment Management Officer.

(c) Supplies from stores stock.

(d) Publications and blank forms stocked by the installation.

(e) Safety and fire protection for Contractor personnel and facilities.

(f) IAGP: [Attachment J-10, List 3].

(g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

(h) Cafeteria privileges for Contractor employees during normal operating hours.

(i) Building maintenance for facilities occupied by Contractor personnel.

(j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.

(k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property. They are further defined in the following property management directives and installation supplements to these directives.

(1) Series 4200.1, NASA Equipment Management Manual.

(2) Series 4200.2, NASA Equipment Management System (NEMS) User's Guide for Property Custodians.

(3) Series 4300.1, NASA Personal Property Disposal Manual.

(4) Series 4100.1, NASA Materials Inventory Management Manual. SSC will provide the Contractor with all applicable regulations, handbooks, and other materials that may be required.

(l) Equipment and class of equipment identified in Attachment J-10, List 2 (Class Exceptions) is subject to Section G, Article G-7 and is provided only to the extent as originally provided to the Contractor for use in performance of this contract. Additional equipment or replacement of such equipment or class of equipment shall be Contractor furnished.

(m) Installation services facilities: Duplicating and copying; library, Official Mail Services, General use printers.

(n) Government Bills of Lading (GBL)'s for shipment of Government property located onsite and offsite.

(o) Disposal Services for excess on-site and off-site Contractor-held/Government-owned property.

(p) Fuels, oils, lubricants for vehicle and equipment operation.

(End of Clause)

**G.7 REPAIR OR REPLACEMENT OF GOVERNMENT PROPERTY--SPECIAL CONDITIONS**

(a) Notwithstanding any other provisions of the contract to the contrary, the Contractor agrees that the Government will not authorize the replacement of any Government property subject to paragraph (e) below or repair costs of any Government property item valued less than \$5,000 subject to paragraph (e) below as a direct reimbursable cost under this contract. Replacement shall be at no cost to the Government except as may be permitted by FAR 31.205-11, "Depreciation." However, the Government may authorize and reimburse the repair of defective Government property as stated in paragraph (b) below. If repair is not approved by the Contracting Officer, the Contractor agrees to replace any defective Government property with Contractor owned/leased property. Such property need not be identical to the replaced property. Further, replacement may be waived by the Contracting Officer provided the Contractor submits a written request and demonstrates to the satisfaction of the Contracting Officer that the capability to perform the contract in an acceptable and efficient manner is not degraded.

(b) In accordance with FAR clause 52.245-5, the Contractor is required to have an approved maintenance/repair program for all Government property. The criteria in this program shall be used to determine when the Contractor is required to request approval from the Contractor Officer for repair or replacement of Government property. The Government may reimburse the reasonable direct cost for the repair of Government property identified in paragraph (e) with a per item value greater than \$5,000.

To establish the end of economical life for items in paragraph (e) valued greater than \$5,000, the Contractor shall include in the maintenance/repair program a not-to-exceed dollar percentage number based on the original unit cost. As a standard, based on cumulative repair costs, upon

reaching the not-exceed percentage number, the Contractor will process the defective Government property for disposal and replace it with Contractor owned/leased property.

The Contractor must submit each repair request to the Contracting Officer until such time as the Contractor's repair/maintenance program has been approved by the Government. When the maintenance program requires the Contractor to inform the Contracting Officer of the need for a repair/replacement decision, the Contractor shall notify the Contracting Officer, in writing, and provide a "not-to-exceed" dollar amount for the repair of the property and a rationale as to why repair is in the best interest of the Government, considering age of the property, the nature of the defect(s), and the criticality of the property to the accomplishment of the contract requirements. If the Contracting Officer agrees that the property is required for contract performance and that repair is in the best interest of the Government, the Contracting Officer may authorize the repair. If the Contracting Officer considers that repair is not in the best interests of the Government, the Contracting Officer shall notify the Contractor. The replacement item shall be provided by the Contractor in accordance with paragraph (a) above. The availability or serviceability of Government property identified in paragraph (e) below shall not be a basis for non-performance of contract requirements. This decision by the Contracting officer shall not be subject to the Disputes clause of this contract.

(c) The Contractor shall maintain complete records of Contractor-owned or leased equipment, which is subject to this clause. Such records shall include item or model number, date of purchase, purchase price, depreciation schedule, and amount of depreciation recorded from time to time. The Contractor shall provide these records to the Contracting Officer promptly upon the latter's request, along with the Contractor's best estimate of the undepreciated balance of each item of equipment.

(d) The Contractor agrees that at the end of the contract performance period, and the Government does not thereafter contract with the same Contractor as the successor Contractor for the same or similar services contemplated by this contract, the Contractor may, upon request by the Contracting Officer, transfer title of any Contractor owned or leased equipment identified in paragraph (c) above as identified by the Contracting Officer to either (1) the Government or (2) a successor Contractor. If a request for transfer of title to the Government is made, the Government agrees to recognize as allowable costs under the Contract, for identified equipment, so much of the cost of the equipment that has not been depreciated as of the end of the Contract performance period. If a request for transfer of title to a successor Contractor is made, the Contractor agrees to transfer title to identified equipment to the successor Contractor for an amount not to exceed the applicable residual balances, subject to reasonable terms and conditions regarding payment and other matters to be agreed upon by the parties.

(e) This clause (G.7) shall apply to the Installation Accountable Government Property as identified in the Department of the Army Supply Bulletin SB 708-21 "Federal Supply Classification" Part 1, Groups and Classes (January 1998)

Group 23: Class 2330 - Trailers

Class 2340 - Motorcycles, Motor Scooters and Bicycles



- Group 24      Class 2420 - Trucks and Truck Tractors, Wheeled  
                    Class 2440 - Tractors, Wheeled
- Group 36:      Class 3695 – Miscellaneous Special Industry Machinery
- Group 37:      Class 3710 - Soil Preparation Equipment  
                    Class 3740 - Pest, Disease, and Frost Control Equipment  
                    Class 3750 - Gardening Implements and Tools
- Group 51:      Class 5110 - Hand Tools, Edged, Nonpowered  
                    Class 5120 - Hand Tools, Nonedged, Nonpowered  
                    Class 5130 - Hand Tools, Power Driven  
                    Class 5180 - Hand Tools, Sets, Kits, and Outfits
- Group 74:      Class 7420 - Accounting and Calculating Machines  
                    Class 7430 - Typewriters and Office Type Composing Machines  
                    Class 7450 - Office Type Sound Recording and Reproducing Machines  
                    Class 7490 - Miscellaneous Office Machines
- Group 79:      Class 7910 – Floor Polisher and Vacuum Cleaning Equipment

(End of Clause)

#### **G.8    SSC POLICY DIRECTIVES, PROCEDURES, AND GUIDELINES**

NASA/SSC maintains a set of SSC Policy Directives (SPD) and SSC Procedures and Guidelines (SPG) and SSC Standards that govern many aspects of activity at the SSC. The Contractor shall incorporate the provisions of applicable SPD's and SPG's and SSC Standards into all organization and planning for the performance of this contract and shall comply with those provisions during the term of the contract.

(End of Clause)

[END OF SECTION]

**PART I – THE SCHEDULE**

**Section H**

**SPECIAL CONTRACT REQUIREMENTS**

### SPECIAL CONTRACT REQUIREMENTS

## H-1 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available.

**NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:**

Clause <u>Number</u>	<u>Title</u>
-------------------------	--------------

1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING  
(AUG 1993)

1852.223-70 SAFETY AND HEALTH (MAR 1997)

1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992)  
ALTERNATE I (SEPT 1989) ALTERNATE II (SEPT 1989)

(End of Clause)

## H-2 APPROVAL OF CONTRACT (FAR 52.204-1) (DEC 1989)

This contract is subject to the written approval of the Procurement Officer and shall not be binding until so approved.

(End of Clause)

### H-3 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This contract incorporates Section K, Representations, Certifications, and Other Statements of Offerors, as set forth in the Contractor's Final Proposal Revisions dated July 13, 1999, by reference, with the same force and effect as if it were given in full text.

(End of Clause)

#### H-4 SMALL BUSINESS SUBCONTRACTING PLAN

(a) NASA's objective is to ensure the execution of a vigorous program at the prime contract and subcontract levels which will optimize the opportunity for subcontract participation of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as defined in FAR 52.219-8.

(b) Pursuant to FAR clause 52.219-9 entitled "Small Business Subcontracting Plan," an approved subcontracting plan is incorporated in Attachment J-6. Changes to the plan will be authorized only by contract modification. The contractor shall exert its best effort to operate in accordance with this plan, and this shall be a factor in determining incentive fee under this contract in accordance with Section J, Attachment J-1, Annex 1, and the Performance Requirements Summary (PRS). A subcontracting plan must be submitted on a yearly basis.

(c) Each subcontracting goal shall equal or exceed the following percentage of total contract value for each contract year:

- |                                       |     |
|---------------------------------------|-----|
| 1. Small Business                     | 35% |
| 2. Small Disadvantaged Business (SDB) | 15% |

## 3. Women-Owned Small Business

5%

The 35% goal is totally small business, which includes the small disadvantaged business goal and women-owned small business goal. However, each of these three (3) goals are separate goals that are individually calculated against total contract value.

(End of Clause)

**H-5 MINIMUM INSURANCE COVERAGE (NFS 1852.228-75) (OCT 1988)**

The contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in states with exclusion or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) Comprehensive general marine insurance.

(f) Comprehensive medical malpractice insurance at \$1,000,000 per each medical incident.

(g) Prior to the commencement of work hereunder, evidence of insurance shall be furnished in a form satisfactory to the contracting officer. In addition, the contractor shall furnish evidence of a commitment by the insurance company to notify the contracting officer in writing of any material change, expiration, or cancellation of any of the insurance policies required hereunder not less than thirty (30) days before such change, expiration, or cancellation.

(End of Clause)

**H-6 DOCUMENTATION REQUIREMENTS**

(a) Data Requirements: Requirements for technical or management information are imposed on the contractor through the use of the Data Procurement Document (DPD), included as Attachment J-2 in Section J. The DPD describes, defines and specifies the information required and lists the technical or management information to be produced and/or delivered as required by NASA/SSC to administer the contract.

(b) Contractor Data Management: The contractor shall establish a system of management or utilize the contractor's existing data management function for the data called for in the Performance Work Statement. The data management system shall be capable of providing appropriate internal procedures for the control of collection, preparation, publication, quality, assessment, distribution, and maintenance of authorized data. Such control shall apply to data acquired from subcontractors by the contractor.

(c) Data Reviews: The contractor, upon request, shall participate in periodic reviews of contract data requirements for maintaining current Contract DPD. This assistance shall include identification of additional data items and recommendations for deletions considered appropriate in consonance with facility operating services required at SSC.

(d) Changes in Distribution: When changes to the original distribution requirements are required by the contracting officer, the contractor shall act upon such changes upon receipt of an approved Request for Data or upon revision to the distribution part of the DPD provided such changes do not incur additional costs. In the event that additional cost is involved, an equitable adjustment shall be negotiated.

(End of Clause)

#### **H-7 LIMITATION OF FUTURE CONTRACTING (NASA 1852.209-71)(DEC 1988)**

(a) The contracting officer has determined that this acquisition may give rise to potential organizational conflicts of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5-Organizational Conflicts of Interest. The term "contractor," as used in this article, includes the prime contractor, subcontractor, and/or the individual members of a joint venture, if applicable.

(b) The nature of these conflicts include: (1) an unfair competitive advantage; and (2) the existence of conflicting roles that might bias the contractor's judgement.

(c) The restrictions upon future contracting are described below:

(1) If the contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work to be incorporated into a solicitation, the contractor shall be ineligible to perform the work described within the solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. Such restrictions shall remain in effect for a reasonable time, as agreed to by the contracting officer and the contractor, sufficient to avoid the circumstances of unfair competitive advantage or potential bias; but, usually for a period no less than when the first contract using the contractor's specifications or work statement is awarded. It is further agreed that NASA will not unilaterally require the contractor to prepare such specification or work statements under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, the contractor must agree with each company to protect such data from unauthorized use or disclosure so long as it remains proprietary, and shall furnish a copy of such company-to-company agreement to the contracting officer. The contractor shall not be permitted to utilize the data in supplying the systems, or components thereof, procured either by formal advertising or negotiation, as a direct result of that study or advice. In addition, the contractor shall not be permitted to utilize the proprietary data in performing, for NASA, any competitively obtained contract for any additional study or studies in the same or a closely related field.

(3) The contractor must thoroughly indoctrinate its employees, through formal training in company policies and procedures, in the philosophy of FAR Subpart 9.5. They must be disciplined in the absolute necessity of refraining from divulging proprietary data, trade secrets, confidential information, or restricted data from other companies received in connection with work under this contract to any unauthorized person.

(d) The limitation on the contractor's performance is described below:

(1) The contractor shall not be given nor perform any task the result of which may place it in a conflicting role with regard to any contract held by the contractor, such that the contractor's judgement might be biased.

(2) The contractor, therefore, shall review all work requests and notify the contracting officer of any requirements which, in the contractor's opinion, may cause a conflict of interest prior to performing any work.

(3) Upon such notification, the contracting officer will determine whether or not a potential conflict of interest exist and determine how the work will be accomplished.

(e) The contractor's Conflict of Interest Avoidance Plan is a deliverable of Data Requirement 1-MA03 and is incorporated as part of the contract (Attachment J-12).

(End of Clause)

#### H-8 RESERVED

(End of Clause)

#### H-9 CONTRACTOR REPRESENTATIVE(S)

The contractor shall designate one of its personnel at SSC to act as manager, and delegate to this person the complete authority to decide all matters connected with this contract. The contractor shall further designate a second employee at SSC as alternate with the authority to act as and on upon behalf of the manager in the event of the absence or incapacity of the designated manager. The contractor shall advise the Contracting Officer in writing of the persons so designated.

(End of Clause)

#### H-10 OBSERVANCE OF LAWS AND REGULATIONS

(a) The contractor shall procure and keep effective necessary business and professional permits and licenses required in performance of the work. Generally, NASA will execute the necessary environmental permits.

(b) Inasmuch as various departments and agencies of the government, several contractors and other tenants jointly occupy the John C. Stennis Space Center and are confronted with certain common conditions and problems resulting from this co-occupancy, certain uniform policies, regulations, and procedures will be issued, as required, by the government (NASA/SSC), and will be applicable to all personnel working at SSC. The contractor shall adhere to these policies and procedures insofar as such policies and procedures are in conformity with the terms of this contract.

(c) All employees of the contractor assigned to perform the work under this contract shall be under the control of the contractor during the performance of such assignment. The contractor shall be responsible for satisfactory standards of employee competency, conduct and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

(d) The above provisions of this Section shall be made equally applicable by the contractor to employees other than those of the contractor to the extent that they may be assigned work under this contract notwithstanding the basis of the assignment, e.g., subcontract.

(End of Clause)

**H-11 MOTOR VEHICLE MANAGEMENT**

(a) Acquisition of Motor Vehicles: The contractor shall operate and manage GSA and commercially leased motor vehicles as necessary to support the performance of the contract. Such needed vehicles are to be operated and managed in the manner most efficient and economical to the government. If deemed necessary, additional vehicles may be obtained from the GSA Interagency Motor Pool and/or leased from commercial sources subject to approval and authorization by the SSC Transportation Officer. When the acquisition of commercially leased vehicles is deemed appropriate, such acquisition shall be authorized by the SSC Transportation Officer and approved in advance by the contracting officer.

The contractor shall assure that all operators of government-owned vehicles possess valid state licenses. The contractor will furnish GSA and the Contracting Officer a copy of their third part automobile liability insurance policy, as defined in NFS 1852.228-75 entitled "Minimum Insurance Coverage," covering any and all leased GSA motor vehicles.

(b) Advance Understanding Concerning Damage to GSA and Commercially Leased Motor Vehicles:

(1) The parties agree that the provision set forth below shall be applicable with respect to reimbursement to the contractor for expenses incidental to loss or damage of GSA vehicles acquired by the contractor for performance under this contract.

**PROVISION**

The government holds the contractor harmless for loss and damage arising out of the performance of this contract, with respect to any government-owned property or facilities, including property in which the government has an interest. Specifically excluded from the provision of this clause are:

- (i) property owned by the contractor;
- (ii) loss or damage compensated by insurance or otherwise;
- (iii) loss or damage to property for which the contractor has failed to insure or maintain insurance as required by the contracting officer; or
- (iv) loss or damage as a result of unlawful misconduct, or lack of good faith on the part of contractor personnel as described in (e)(3)(i)(ii) & (iii) of the clause entitled "Insurance - Liability to Third Persons" in FAR Clause No. 52.228-7.

(2) The parties further agree that, with respect to any commercially leased motor vehicles authorized for use in performance under this contract, the lease costs, which may include therein applicable costs of collision and comprehensive insurance, shall be considered allowable costs to the extent that they are reasonable and allocable to this contract. Upon commercial lease of a motor vehicle(s), the contractor shall give written notice to the contracting officer as to the insurance coverage provided by such lease agreement.

(End of Clause)

**H-12 REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT**

The FAR Clause 52.222-44, Service Contract Act of 1965, as amended, shall apply to the contract. The contractor and subcontractors (if applicable) will be required to compensate the employees engaged in performance

of this contract at wage rates (including fringe benefits) at least equal to the rates prescribed in the attached Department of Labor, SCA Wage Determination (See Section J, Attachment J-4).

(End of Clause)

### H-13 NATIONAL LABOR RELATIONS ACT

(a) The selected contractor shall be required to comply with the requirements of the National Labor Relations Act.

Some of the service employees are represented by the following collective bargaining representative (Union):

International Association of Machinists and Aerospace Workers  
Local No. 2249  
AFL/CIO

(b) As a government contracting activity, SSC recognizes the rights afforded these individuals by the National Labor Relations Act. Therefore, the successful contractor agrees to maintain practices that are in compliance with these mandatory provisions of law.

(End of Clause)

### H-14 YEAR 2000 COMPLIANCE (MAY 1998)

(a) The definition of "Year 2000 compliant," as used in this clause, means that the information technology (hardware, software and firmware, including embedded systems or any other electro-mechanical or processor-based systems used in accordance with its associated documentation) accurately processes date and date-related data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology (IT) being acquired, properly exchanges date and date-related data with it.

(b) Any information technology provided, operated and/or maintained under this contract is required to be Year 2000 compliant. To ensure this result, the contractor shall provide documentation describing how the IT items or services demonstrate year 2000 compliance, consisting of: a certification document signed by the vendor and/or original equipment manufacturer for commercial items. For IT items or services developed, or built, or commercial items integrated into a viable package by the contractor, the contractor shall provide a certification document and integrated test results demonstrating year 2000 compliance.

(c) The contractor warrants that IT items or services provided under this contract that involve the processing of date and date-related data are year 2000 compliant. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system.

(d) The remedies available under this warranty shall include repair or replacement, at no additional cost to the government, of any provided items or services whose non-compliance is discovered and made known to the contractor in writing within 90 days after acceptance. In addition, all other terms and limitations of the contractor's standard commercial warranty or warranties shall be available to the government for the IT items or services acquired under this contract. Nothing in this warranty shall be construed to limit any rights or remedies the government may otherwise have under this contract with respect to defects other than year 2000 performance.

(End of Clause)



**H-15 SECURITY CONTROLS**

(a) Security Requirements. Performance of this contract requires reproduction of classified information. Contractor personnel will also be required to obtain access to classified information or to enter areas where classified documents are kept. Personnel security clearances required or requested for work assignments on this contract will be limited strictly to those required to perform the assigned function. The contractor will be guided by Section III of the Industrial Security Manual, DoD 5220.22-M and will comply with Attachment J-7, Contract Security Classification Specification.

The contractor shall require each employee engaged on the work site to display government furnished identification badges and special access badges at all times. The contractor shall upon termination of an employee, immediately deliver badges and/or passes issued to the employee to the Security Officer.

(b) Access to Secure Areas. Portions of the work under the contract are performed in secure areas, needing specific access requirements. These secure controlled/restricted areas are normally surrounded by fencing and have an entrance gate monitored by a guard or monitoring device. Access into such areas is categorized into "escorted" and "unescorted" access. All persons requiring unescorted access to a secure area shall be the subject of a favorable security investigation (security clearance) required for access to that area or, in most cases, will be escorted by an approved escort official. The contractor is responsible for providing escort services for any of his employees and/or any subcontractor employees who are not eligible for unescorted access. Personnel requiring access to areas containing classified information or material shall have the appropriate security clearance as approved by Defense Investigative Security Clearance Office.

(c) Interfaces. The contractor shall comply with controlled/restricted area procedures and instructions, to include proper security clearances. Contractor personnel working in controlled/restricted areas, such as the test complex area, and computer rooms, may be required to sign in and out, state the nature of business at the entrance desk, and display a unique user provided badge. All work in controlled/restricted areas shall be coordinated with the respective unit or organization in accordance with local agency security procedures.

(End of Clause)

**H-16 PROTECTION AND SAFEGUARDING OF INFORMATION AND DATA**

(a) Except as specifically authorized by this contract, or as otherwise approved in writing by the contracting officer, all information and data developed, acquired, or furnished by or to the contractor in the performance of this contract, shall be used only in connection with the work under this contract, and shall be protected by the contractor from unauthorized use, release, duplication, or disclosures.

(b) The contractor shall take appropriate measures to assure that its personnel, who have or might reasonably have access to such information and data referred to in paragraph A above, agree to honor the contractor's commitment and safeguard such information and data.

(c) It is further anticipated that in performance of this contract the contractor may also have access to, be furnished, use, or generate the following types of data (recorded information):

(1) Data of third parties bearing limited rights or restricted rights notices submitted either to the government or directly to the contractor;

(2) Other data of third parties which the government has agreed to handle under protective arrangements; or

(3) Data, generated by the government or the contractor for third parties, for which the government intends to control the use and dissemination until delivered to the third parties.

(d) In order to protect the interests of the government, the owners, and the intended recipients of the data described in paragraph (c), the contractor further agrees, with respect to such data described in subparagraph (c)(1) and, when so identified by the contracting officer or designated representative, with respect to data described in subparagraphs (c)(2) and (c)(3), to:

(1) Use and disclose such data only to the extent necessary to perform work required under this contract, with particular emphasis on restricting the data to employees having a "need to know";

(2) Preclude disclosure of such data outside contractor's organization performing work under this contract without written consent of the contracting officer; and

(3) Return or dispose of such data as directed by the contracting officer or designated representative when such data is no longer needed for contract performance.

(e) Nothing contained in this special contract requirement or elsewhere in this contract shall be construed as altering the definition of "technical data" for the purpose of applying the requirements of the clause herein entitled FAR 52.227-14, "Rights in Data--General."

(End of Clause)

#### **H-17 GOVERNMENT/CONTRACTOR FURNISHED PROPERTY**

(a) Government Furnished Property: Attachment J-10 is a listing of property which the government will make available to the contractor for performance of this contract. The final list of government furnished property will be incorporated into the contract by reference. If the Government fails to provide the property or services specified in Clause 1852.245-77, List of Installation-Accountable Property and Services, and that failure adversely affects the Contractor's ability to perform the contract, the Contracting Officer shall, upon timely written request from the Contractor, (1) make a determination of the effect on the Contractor, and (2) equitably adjust the contract in accordance with the procedures provided in the Changes clause of this contract. Equitable adjustments made pursuant to this clause, however, shall not include adjustments in fee.

(b) Government Replaced: Government property in Attachment J-10, List 1 (No Class Exceptions) provided to the contractor as serviceable government property in accordance with FAR 52.245-5 shall be at the determination of the government and shall remain government owned property.

(c) Contractor Replaced: Government property in Attachment J-10, List 2 (Class Exceptions) specifies existing government property made available to the contractor on an "as-is" basis in accordance with FAR 52.245-19. The Contractor shall provide any necessary replacements as Contractor owned/leased property. The Government makes no warranty whatsoever with respect to property made available "as-is" except that the property is in the same condition, less fair wear and tear, when placed at the delivery point as when inspected or made available for inspection by the contractor. Upon reaching the end of its useful life, it will be processed for disposal in accordance with Government procedures. Replacement and maintenance costs (excluding fuel, oil, and lubricants) of Contractor owned/leased property will be at Contractor's expense.

If there is any change in the condition of Government property from the time inspected or made available for inspection to the time of issuance to the Contractor, and such change will adversely affect the Contractor, the Contractor shall, upon receipt of the property, immediately notify the CO detailing the facts and, as directed by the CO, either (1) return such property for disposal or (2) effect repairs to return the property to its condition, less fair wear and tear, when inspected or made available for inspection. The Contractor will be allowed a cutoff period of 60 days from commencement of the contract on August 28, 1999, during which time a claim may be made. After completing the directed action and upon written request of the Contractor, the CO shall equitably adjust the contract. The foregoing provisions for adjustment are the exclusive remedy available to the Contractor, and the Government

shall not be otherwise liable for any delivery of Government property other than that in which it was originally offered.

In the event the Government makes available additional IAGP (Class Exceptions) not initially provided in Attachment J-10, List 2, and the Contractor accepts it for use in support of the contract, the CO shall equitably adjust the contract.

At Contractor's expense, in accordance with Section G, the Contractor may repair or modify any property or the Contractor's may substitute Contractor-owned property to perform the scope of work requirements. Modifications to property may only be made with the written permission of the CO. Any repair or modification to IAGP shall not affect the title of the Government. The Contractor shall maintain maintenance, repair, and modification records on Government property specifically identified in Attachment J-10, List 2.

(End of Clause)

#### **H-18 CAPITALIZATION OF CONTRACTOR OWNED EQUIPMENT**

(a) **Capitalization:** The Contractor may purchase equipment for the purpose of performing the work described in the PWS. The capital equipment will be capitalized and depreciated in accordance with the Contractor's established cost accounting practices and procedures, as follows:

(b) **Contractor Records:** The Contractor agrees to maintain complete records of capital equipment that is subject to this clause, including date of purchase, estimated service life, purchase price, depreciated base, method, and schedule, and amount of depreciation recorded to date.

(c) **Right to Purchase:** If upon expiration or termination of this contract the Government does not thereafter contract with the contractor for the performance of the same, or substantially the same services contemplated by this contract, the contractor shall, upon request by the successor contractor(s), transfer title to any prime contractor dedicated equipment identified in the records referenced above, to the successor contractor(s) at net book value, subject to reasonable terms and conditions regarding payment and other matters to be agreed upon by the contractor and successor contractors.

(End of Clause)

**H-19 NASA RECORDS MANAGEMENT**

The contractor shall create, maintain, preserve, and dispose of NASA records in accordance with NPG 1441.1 "NASA Records Retention Schedule" (refer to Attachment J-1, Annex 1).

(End of Clause)

**H-20 SAFETY AND HEALTH PLAN**

[REDACTED]

(End of Clause)

**H-21 ASBESTOS AND LEAD**

During performance of this contract, Contractor personnel performing work in SSC buildings may come in contact with materials containing asbestos. Portions of SSC buildings 1000, 1100, 1200, 2101, and 2201 contain asbestos spray applied insulation. Other buildings may contain asbestos around pipes, ducts, boilers and tanks. The contractor shall be responsible for ensuring all applicable codes, standards and regulations are adhered to and enforced, including OSHA Standard 29 CFR 1910.1001, OSHA Standard 29 CFR 1926.58 and USEPA 40 CFR 61, Subpart M. Prior to disturbing suspected asbestos in any manner, the contractor shall notify the NASA Environmental Officer, who serves as Asbestos Program Manager, for guidance. The contractor shall be responsible for ensuring all contractor personnel working on site are made aware of and comply with this clause.

SSC has an Asbestos Hazard Control Plan which addresses procedures for work involving potential asbestos exposure. The contractor will be required to comply with the provisions of this plan whenever his work involves the potential for exposure to asbestos. The SSC Asbestos Hazard Control Plan and the Lead Hazard Control Plan are located in the CEF.

In addition to asbestos, contractor personnel at SSC may come in contact with lead based paints. The locations of lead based paint has been documented on facility drawings to the extent possible. Other areas may require sampling and analysis if lead based paints are suspected.

SSC has Lead Hazard Control Plan which addresses procedures for work involving potential lead exposure.

(End of Clause)

**H-22 ENVIRONMENTAL PLANNING**

During performance of this contract, the contractor or its subcontractor(s) may be required to design projects or perform projects that will potentially impact the environment. To guide the contractor in what needs to be considered in project designs and planning, the contractor shall reference the SSC Environmental Resources Document (ERD). The development and submission to the NASA Environmental Office of the Environmental Study form (SSC # 696M) found in the ERD is required for all construction projects and for all activities that have any potential for impacting the environment. The NASA Environmental Office will determine if the project will require evaluation under the National Environmental Policy Act and what environmental permits will be needed prior to proceeding with the project.

(End of Clause)

**H-23 HAZARDOUS MATERIAL AND HAZARDOUS WASTE MANAGEMENT**

During the performance of this contract, the contractor or subcontractor may be required to requisition, handle and manage hazardous materials in support of specific projects. The contractor may also be collecting waste generated by SSC activities including those of its tenants, for ultimate disposal by NASA. In the performance of these activities, the contractor shall abide by Stennis Procedures and Guidelines (SPG) 4130.2B "Hazardous Materials, Hazardous Waste and Solid Waste Management Plan" SPG 4130.3C, "SSC Integrated Contingency Plan" and SPG 8715.1, "Stennis Space Center Safety and Health Procedures and Guidelines".

(End of Clause)

#### H-24 LABOR STANDARDS AND PROVISIONS FOR CONSTRUCTION

(a) In the event any portion of work to be performed under the contract is deemed by the contractor to fall within the "construction" category, as defined in FAR Part 22, Subpart 22.4, the contractor may perform such work up to \$100,000.00 per project with its employees. Construction work estimated greater than \$100,000.00 per project shall be subcontracted. The Contractor shall immediately upon receipt of an authorized SWR prepare or obtain specifications and drawings adequate for advertised fixed-price procurements, if appropriate, and proceed to place a subcontract by competitive sealed bid method.

(b) The Contractor shall include the most current U.S. Department of Labor General Wage Determination applicable to "construction" in solicitations. Attachment J-5 includes three (3) of the most current Davis-Bacon wage determinations for Hancock County, MS. The applicability of the appropriate Davis Bacon wage determination will be dependent upon the type of work performed by the contractor or its subcontractors.

(c) The Labor Standard Provisions as set forth below shall be applicable to the extent of any "construction" work performed under the contract. Additions, deletions, and updates of these labor standard provisions are the responsibility of the contractor.

52.236-19	Organization and Direction Work		APR	1984
52.202-1	Definitions (Alternate 1) (Apr. 1984)		OCT	1995
52.204-2	Security Requirements (Alternate 2)	(Apr. 1984)	AUG	1996
52.222-6	Davis-Bacon Act		FEB	1995
52.222-7	Withholding of Funds		FEB	1988
52.222-8	Payrolls and Basic Records		FEB	1988
52.222-9	Apprentices and Trainees		FEB	1988
52.222-10	Compliance with Copeland Act Requirements		FEB	1988
52.222-11	Subcontracts (Labor Standards)		FEB	1988
52.222-12	Contract Termination-Debarment		FEB	1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations		FEB	1988
52.222-14	Disputes Concerning Labor Standards		FEB	1988
52.222-15	Certification of Eligibility		FEB	1988
52.222-16	Approval of Wage Rates		FEB	1988
52.222-27	Affirmative Action Compliance Requirements for Construction		FEB	1999
52.225-5	Buy American Act-Construction Materials		JUN	1997
52.228-2	Additional Bond Security		OCT	1997
52.243-2	Changes-Cost Reimbursement (Alternate 3) (Apr. 1984)		AUG	1987
52.249-6	Termination (Cost Reimbursement) (Alternate 1)(Sept 1996)		SEPT	1996

(End of Clause)

**H-25 BONDS**

(a) If any construction, alteration or repair work on any public building or public work to which the provisions of the Miller Act (40 U.S.C. 270a-270e) apply is performed or is to be performed hereunder by the contractor or subcontractor, the contractor shall furnish or require the subcontractor to furnish payment and performance bonds in accordance with the terms of said Miller Act. Performance and Payment Bonds, submitted in connection herewith, shall comply fully with the requirements stipulated herein, provided that any such Payment Bond so furnished by the subcontractor(s) shall be considered the bond required by the Miller Act if such bond identifies the United States of America and the contractor as co-obligee thereunder and, provided further, that any such Performance Bond so furnished by the contractor or by subcontractor(s) shall be considered the bond required by the Miller Act if such bond provides for assignment of the bond to the United States of America, and/or a Department or Agency thereof. The contractor and the government agree that the contractor shall, upon demand of the government assign to the United States of America (or a department of an agency thereof) the contractor's rights under such Performance Bond(s) and that such assignment shall be made in a manner without invalidating or qualifying the bond instrument.

(b) These bonds, on forms authorized by the FAR shall be obtained by the contractor on or before the effective dates of the work to which they pertain.

(End of Clause)

**H-26 CUSTOMER GUIDE OF SERVICES**

The government has a requirement for a Customer Guide of Services (refer to Data Requirement 1-GA02) to facilitate planning, budgeting and billing processes. The contractor shall develop, deliver and maintain a Customer Guide of the services provided under this contract. The specific services shall be developed in cooperation with the government and its customers. The Customer Guide's pricing shall include loaded costs, including government surcharges for each type of service, and fee profit. The pricing methodology shall be reviewed with the Contracting Officer, COTR, and Chief Financial Officer prior to delivery of the guide. The initial guide shall be delivered to the government no later than 60 days after contract award and updated every contract year.

(End of Clause)

**H-27 PERFORMANCE METRICS**

A key component of FOS contract will be the ability to effectively provide management visibility into efficiency and productivity of the contract. This requirement necessitates the creation of a meaningful set of performance measures and metrics that drive corrective action and continuous process improvement. The creation and evolution of contract metrics will be achieved through a government/contractor partnership that will determine appropriate measures based on contract objectives and performance standards. This partnering shall continue throughout the life of the contract to ensure the metrics remain valid and relevant to government priorities and contractor performance. The contractor will submit metrics to the government as required by Data Requirement 1-MA07 and in accordance with its own performance measurement system.

(End of Clause)

**H-28 PRIORITIES**

The contractor will be expected to provide support to customers with conflicting requirements. On a day-to-day basis, the priorities of these customers will change and vary. The contractor is empowered to negotiate with these customers and prioritize required support. The government provides general guidance under which the contractor prioritizes work. Priority must be given to ensuring the success of our primary missions and the missions of our customers while ensuring the safety and health of personnel and our resources. Support and maintenance of the infrastructure are also very important and must be accomplished around the more dynamic mission priorities. The contractor shall develop management processes and systems that shall balance the requirements of the contract.

(End of Clause)

#### **H-29 PARTNERING**

The Government defines partnering as it relates to this contract as: a facilitated process that involves both Government and Contractor personnel meeting together for the purpose of identifying, considering alternatives, resolving and implementing improvements, for various identified Government and Contractor concerns, problems, performances, and opportunities.

Facilitated partnering meetings are to be scheduled as needed but not less than quarterly. The Contractor shall provide the facilitator. During the first 30 days after contract start, the first partnering meeting shall be scheduled by the Contractor. During this initial meeting, norms shall be established for subsequent partnering meetings.

(End of Clause)

#### **H-30 MSS ENHANCEMENTS**





**PART II – CONTRACT CLAUSES**

**Section I**

**CONTRACT CLAUSES**

## PART II- CONTRACT CLAUSES

### SECTION I- CONTRACT CLAUSES

#### I.1-- Clauses Incorporated by Reference (FAR 52.252-2) (June 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

A. Federal Acquisition Regulation (48 CFR Chapter 1) Clauses		
<u>CLAUSE NO.</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	Definitions	Oct. 1995
52.203-3	Gratuities	Apr. 1984
52.203-5	Covenant Against Contingent Fees	Apr. 1984
52.203-6	Restriction on Subcontractor Sales To the Government	Jul. 1995
52.203-7	Anti-Kickback Procedures	Jul. 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	Jan. 1997
52.203-10	Price or Fee Adjustment for Illegal Or Improper Activity	Jan. 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun. 1997
52.204-2	Security Requirements	Aug. 1996
52.204-4	Printing/Copying Double-Sided on Recycled Paper	June 1996
52.208-9	Contractor Use of Mandatory Sources of Supply	Mar. 1996
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	July 1995
52.211-15	Defense Priority and Allocation Requirements	Sep. 1990
52.215-2	Audit and Records—Negotiation	Aug. 1996
52.215-8	Order of Precedence- Uniform Contract Format	Oct. 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-Modifications	Oct. 1997
52.215-13	Subcontractor Cost or Pricing Data-Modifications	Oct. 1997
52.215-14	Integrity of Unit Prices	Oct. 1997
52.215-15	Pension Adjustments and Asset Revisions	Dec. 1998
52.215-17	Waiver of Facilities Capital Cost of Money	Oct. 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB)	Oct. 1997
52.215-19	Notification of Ownership Changes	Oct. 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications	Oct. 1997
52.216-7	Allowable Cost and Payment	Apr. 1998
52.217-8	Option to Extend Services	Aug. 1989
52.219-8	Utilization of Small Business Concerns	Jan. 1999
52.219-9	Small Business Subcontracting Plan (Alternate II) (Jan. 1999)	Jan. 1999
52.219-16	Liquidated Damages-Subcontracting Plan	Jan. 1999
52.219-25	Small Disadvantaged Business Participation Program- Disadvantaged Status and Reporting (paragraph a modified by addendum to FAC 97-07)	Jan. 1999

	pursuant to Federal Register Volume 63, Number 249, dated December 29, 1998, page 71721-71723)	
52.222-1	Notice to Government of Labor Disputes	Feb. 1997
52.222-4	Contract Work Hours and Safety Standards Act-Overtime Compensation	Jul. 1995
52.222-3	Convict Labor	Aug. 1996
52.222-21	Prohibition of Segregated Facilities	Feb. 1999
52.222-24	Pre Award of On-Site Equal Opportunity Compliance Evaluation	Feb. 1999
52.222-26	Equal Opportunity	Feb. 1999
52.222-35	Affirmative Action for Special Disabled & Vietnam Era Veterans	Apr. 1998
52.222-36	Affirmative Action for Workers with Disabilities	Jun. 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans Of the Vietnam Era	Jan. 1999
52.222-41	Service Contract Act of 1965, As Amended	May 1989
52.222-42	Statement of Equivalent Rates for Federal Hires (Refer to Attachment J-9)	May 1989
52.223-2	Clean Air & Water	Apr. 1984
52.223-3	Hazardous Material Identification and Material Safety Data	Jan. 1997
52.223-5	Pollution Prevention and Right-to-Know Information	Apr. 1998
52.223-6	Drug-Free Workplace	Jan. 1997
52.223-7	Notice of Radioactive Material	Jan. 1997
52.223-9	Certification and Estimate of Percentage of Recovered Material Content for EPA Designated Items	Oct. 1997
52.223-10	Waste Reduction Program	Oct. 1997
52.223-11	Ozone-Depleting Substances	Jun. 1996
52.223-12	Refrigeration Equipment and Air Conditioners	May 1995
52.223-14	Toxic Chemical Release Reporting	Oct. 1996
52.224-1	Privacy Act Notification	Apr. 1984
52.224-2	Privacy Act	Apr. 1984
52.225-3	Buy American Act – Supplies	Jan. 1994
52.225-11	Restrictions on Certain Foreign Purchases	Aug. 1998
52.227-1	Authorization and Consent	Jul. 1995
52.227-2	Notice & Assistance Regarding Patent & Copyright Infringement	Aug. 1996
52.227-10	Filing of Patent Applications Classified Subject Matter	Apr. 1984
52.227-11	Patent Rights - Retention by the Contractor (Short Form)	Jun. 1997
52.227-14	Rights in Data-General (As Modified by NFS 1852.227-14)	Jun. 1987
52.228-7	Insurance - Liability to Third Persons	Mar. 1996
52.228-8	Liability and Insurance – Leased Motor Vehicles	May. 1999
52.229-3	Federal, State, and Local Taxes	Jan. 1991
52.229-5	Taxes—Contracts Performed in U.S. Possessions or Puerto Rico	Apr. 1984
52.230-2	Cost Accounting Standards	Apr. 1998
52.230-6	Administration of Cost Accounting Standards	Apr. 1996
52.232-9	Limitation on Withholding of Payments	Apr. 1984
52.232-17	Interest	Jun. 1996
52.232-20	Limitation of Cost	Apr. 1984
	OR	
52.232-22	Limitation of Funds (Refer to Schedule Article B.3	Apr. 1984
52.232-23	Assignment of Claims	Jan. 1986
52.232-25	Prompt Payment	Jun. 1997
52.232-34	Payment by Electronic Funds Transfer—Other than Central Contractor Registration ( <i>"no later than 15 days prior to submission of the first request for payment"</i> )	May 1999

52.233-1	Disputes – Alternate I (Dec. 1991)	Dec. 1998
52.233-3	Protest After Award	Aug. 1996
52.237-2	Protection of Government Buildings, Equipment and Vegetation	Apr. 1984
52.237-3	Continuity of Services	Jan. 1991
52.237-7	Indemnification and Medical Liability Insurance (Refer to Schedule Article H-5)	Jan. 1997
52.239-1	Privacy or Security Safeguards	Aug. 1996
52.242-13	Bankruptcy	Jul. 1995
52.243-2	Changes-Cost Reimbursement- Alternate II (Apr. 1984)	Aug. 1987
52.244-2	Subcontracts (Cost Reimbursement and Letter Contracts) (Alternate I (Aug. 1998)	Aug. 1998
52.244-5	Competition in Subcontracting	Dec. 1996
52.244-6	Subcontracts For Commercial Items and Commercial Components	Oct. 1998
52.245-5	Government Property (Cost Reimbursement, Time and Materials, or Labor-Hour Contracts)	Jan. 1986
52.245-19	Government Property Furnished “As Is”	Apr 1984
52.246-25	Limitation of Liability-Services	Feb. 1997
52.247-1	Commercial Bill of Lading Notations	Apr. 1984
52.248-1	Value Engineering	Mar. 1989
52.249-6	Termination (Cost Reimbursement)	Sep. 1996
52.249-14	Excusable Delays	Apr. 1984
52.251-1	Government Supply Sources	Apr. 1984
52.251-2	Interagency Fleet Management System (IFMS) Vehicles and Related Services	Jan. 1991
52.253-1	Computer Generated Forms	Jan. 1991

#### **B. NASA/FAR Supplement (48 CFR Chapter 18) Clauses**

<u>Clause Number</u>	<u>Title</u>	<u>Date</u>
1852.209-72	Composition of the Contractor	Dec. 1988
1852.215-84	Ombudsman (SSC - Mark K. Craig) (228) 688-2123	Oct.
1852.216-89	Assignment and Release Forms	Jul. 1997
1852.219-74	Use of Rural Area Small Businesses	Sep. 1990
1852.219-75	Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Reporting	May 1999
1852.219-76	NASA 8 Percent Goal	Jul. 1997
1852.223-71	Frequency Authorization	Dec. 1988
1852.223-74	Drug- And Alcohol-Free Workplace	Mar. 1996
1852.236-73	Hurricane Plan	Dec. 1988
1852.237-70	Emergency Evacuation Procedures	Dec. 1988
1852.242-70	Technical Direction	Sep. 1993
1852.242-71	Travel Outside the United States	Dec. 1988
1852.242-73	NASA Contractor Financial Management Reporting	Jul. 1997
1852.243-71	Shared Savings	Mar. 1997

**L2-Reserved**

**I.3--OPTION TO EXTEND THE TERM OF THE CONTRACT**  
**(FAR 52.217-9) (MAR 1989)**

(a) The Government may extend the term of this contract by written notice to the Contractor within the time specified in the Schedule; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 7 years.

(End of Clause)

**I.4-- NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED**  
**BUSINESS CONCERNS (FAR 52.219-23) (OCT 1998)**

(a) Definitions. As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is listed, on the date of its representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration;

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment. (1) Offers will be evaluated by adding a factor of TEN\_PERCENT (10%) to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) For DOD, NASA, and Coast Guard acquisitions, otherwise successful offers from historically black colleges or universities or minority institutions;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government; and

(v) For DOD acquisitions, otherwise successful offers of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The factor shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

\_\_\_\_\_ Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

**I.5--PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed [Refer to Schedule Article B.9(f)] or the overtime premium is paid for work-

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End Clause)

**I.6--ALTERATIONS IN CONTRACT (FAR 52.252-4) (APR 1984)**

Portions of this contract are altered as follows:

In FAR Clause 52.243-2, Changes- Cost-Reimbursement - Alternate II (Apr. 1984), (Aug. 1987) Paragraph C, substitute "60 days" in lieu of "30 days."

(End of Clause)

**I.7--AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of " (DEVIATION) " after the date of the clause.

(b) The use in this solicitation or contract of any NASA FAR Supplement (48 CFR Chapter 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION) " after the name of the regulation.

(End of Clause)

**I.8--SECURITY CLASSIFICATION REQUIREMENTS (NFS 1852.204-75) (SEP. 1989)**

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of secret. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment J-7.

(End of Clause)

**I.9--DUTY-FREE ENTRY SUPPLIES (NFS 1852.225-73) (DEC. 1988)**

In accordance with the Duty-Free Entry clause of this contract, the following supplies will be given duty-free entry: Materials which are necessary and uniquely associated support equipment for use in connection with a launch into space as determined by NASA.

(End of Clause)

**I.10--PRECONTRACT COSTS (NFS 1852.231-70) (JUNE 1995)**

The Contractor shall be entitled to reimbursement for costs incurred for the Phase-In Period in an amount not to exceed \$ TBDC that, if incurred after this contract had been entered into, would have been reimbursable under this contract.

**I.11 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FAR 52.219-4) (JAN 1999)**

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.



(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

☐ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of Clause)

[END OF SECTION]

### **PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

#### **Section J**

##### **List of Attachments**

<u>Attachments</u>	<u>Title</u>
J-1	Performance Work Statement
J-2	Data Procurement Document
J-3	Cost and Performance Incentive Fee Plan
J-4	Service Contract Act (SCA) Wage Determinations
J-5	Davis-Bacon Wage Determinations
J-6	Subcontracting Plan for Small, Small Disadvantaged, and Women-Owned Small Business Concerns
J-7	Contract Security Classification Specification DD Form 254
J-8	Safety and Health Plan
J-9	U.S. Government Comparable Rates
J-10	List of Government-Furnished Property
J-11	List of Applicable Manuals, Regulations and Procedures
J-12	Conflict of Interest Avoidance Plan